

EXHIBIT A: Owner - Architect Contract Provisions

**The following clarifications shall be made part of any Agreement made between the selected Architect and Owner.**

1. To “Architect’s Responsibilities”, Add:
  - a. The Architect, in consideration of the Fee specified hereinafter, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants including, but not limited to, architect, structural engineer, civil engineer, mechanical engineer, electrical engineer and any others as necessary, to complete the professional services as detailed herein or in any additional contract Attachments/Exhibits.
  - b. The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect’s project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect’s consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.
  - c. The Architect must prepare drawings, specification and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor will be within the COW defined by the last estimate agreed upon by all parties prior to Project Bidding. The Architect shall be responsible to redesign at its own expense to reduce scope to get within budget.
  - d. For each design deliverable the Architect shall provide an estimate for the Mechanical, Plumbing, Fire Protection, Electrical, Low Voltage Systems (Audio Visual, Security, Voice/Data), Furniture, water element, specialty park amenities and possible playground scopes of work. Furthermore, the Architect shall collaborate with and review Navigate Building Solutions estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary.
2. To “Scope of Architect’s Basic Services”, Add:
  - a. Architect shall review and approve contractor submittals.
  - b. Architect shall review and respond to RFI’s.
3. For Competitive Bidding Phase Services, Add:

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- a. The Architect shall attend and assist with a pre-bid conference for prospective bidders, and attend and assist with the opening of bids, and subsequently documenting and distributing bidding results, as directed by the Owner.
4. Under 'Changes in the Work', Add:
- a. Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.
5. Under 'Basic Services', Design and Construction Phase Services Shall include the following as the responsibility of the Architect:
- a. Architectural and Interior Design
  - b. Mechanical Engineering
  - c. Plumbing Engineering
  - d. Electrical Engineering
  - e. Fire Protection Engineering
  - f. Structural Engineering
  - g. Civil Engineering: In addition to providing all design services required on site for the County Courthouse, the design team will be asked to support the development of the parking strategy on surrounding streets and adjacent/nearby surface lots this strategy and to provide engineering as required to improve existing or purchased parking areas
  - h. Low Voltage Design
    - i. Audio Visual Systems
    - ii. Courtroom Systems
    - iii. Telecom and Data Backbone (Coordination with County Vendors)
    - iv. Security design including perimeter entry, interior access, monitoring, holding cells and sally port systems. The County is also considering a remote monitoring station to limit staffing impact.
  - i. Limited Landscape and Irrigation Design (if required)
  - j. Furniture inventory, planning, selection, estimating and procurement. The County does not currently utilize cooperative purchasing agreements. It is anticipated that a furniture package will be bid to local furniture suppliers. Built-in courtroom furniture will be included in the Building Bid Package.
  - k. Signage Design: building, wayfinding, interior and courtroom docket signage.
  - l. Acoustical Design: Though it is not anticipated that a third-party acoustical consultant is required, the design team will be responsible for accessing exterior acoustical concerns including a neighboring automotive shop and street traffic.
  - m. Public Agency Interface: All pre planning required for AHJ Approvals and permitting.
  - n. MEPFP, Furniture, AV, Specialty Systems Estimating
  - o. Code Analysis: Overall building and life safety code reviews to be conducted by all disciplines. All meetings with Authorities Having Jurisdiction (AHJ's) to confirm code interpretations and design assumptions and to pre plan for permitting.

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- p. Presentations to the Board: One Presentation per Design Phase
- q. Typical Construction Phase administration and Code required commissioning.
- r. Under 'Architect's Additional Services', the following limits shall be reached before Additional Services can be requested:
  - a. Maximum of three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
  - b. Bi-weekly visits to the site by the Architect during construction
  - c. Maximum of two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
  - d. Two (2) inspections for any portion of the Work to determine Final Completion
- s. Under 'Cost of the Work', revise the following statement as such:
  - a. The Cost of the Work does not include the compensation of the Architect or NAVIGATE Building Solutions; the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.
- t. Under 'Copyrights and Licenses', replace all other language with the following:
  - a. All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively "Instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of Service, whether or not the project for which they may be made is completed, provide that the Architect has been paid for all compensation due under this agreement for the services completed by the Architect. No further compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of Service to others under any circumstances, and to hold harmless the Architect for any re-use of the Instruments of Service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner's Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format.
- u. The Owner shall not pay any unearned fee if the Owner terminates this Agreement.
- v. This Agreement shall terminate one year from Final Completion (Not Substantial Completion).
- w. Under Reimbursable Expenses, Add:
  - a. Architect shall provide Owner with two full size and one-half size sets of documents at each design milestone.
  - b. Architect shall provide to Navigate Building Solutions one half size set of documents at each design milestone.

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- c. Anticipated Design Milestones are: Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents.
  
- x. Under Reimbursable Expenses, Add:
  - a. For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent ( 0 %) of the expenses incurred. Total Reimbursable Expenses shall not exceed \$10,000.
  
- y. INDEMNIFICATION
  - a. To the fullest extent permitted by law, Architect, its successors, assigns and guarantors, shall defend, indemnify and hold harmless Franklin County, its agents, representatives, officers, directors, officials, employees and Navigate Building Solutions from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Architect relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Architect’s and Subcontractor’s employees.
  
  - b. Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.
  
- z. INSURANCE
  - a. General Liability: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate
  - b. The amounts of the general liability insurance to be secured by Architect shall at all times be in accordance with the minimum requirements of the State of Illinois or exceed said amounts, and as amended in the future, and it shall be Architect’s responsibility to ensure compliance with said statute.
  - c. Automobile Liability: \$1,000,000
  - d. Workers’ Compensation: \$1,000,000
  - e. Professional Liability: \$2,000,000
  - f. Certificate - Evidence of Insurance: Prior to commencing any work or services under this Contract, Architect shall furnish Franklin County with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Architect’s insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage’s, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, Franklin County shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such

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acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it shall be Architect's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. Franklin County, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
  - a. Commercial General Liability
  - b. Auto Liability
  - c. Excess Liability - Follow Form to underlying insurance.
2. Architect's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against Franklin County, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Architect under this Contract.
4. Certificate shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.